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THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

JAMES F. HANLEY

Commissioner

PAMELA S. SILVERBLATT

First Deputy Commissioner

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: JAMES F. HANLEY, COMMISSIONER *James F. Hanley*
SUBJECT: EXECUTED CONTRACT: INTERNS AND RESIDENTS
TERM: JULY 1, 2002 THROUGH OCTOBER 26, 2005

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations and the Health and Hospitals Corporation on behalf of the City of New York and the Committee of Interns and Residents on behalf of the incumbents of positions listed in Article I of said contract.

The contract incorporates terms of an agreement reached through collective bargaining negotiations and related procedures.

DATED: NOV 30 2005

OFFICE OF LABOR RELATIONS
REGISTRATION
OFFICIAL CONTRACT

NO:

06012

DATE:

NOV 30 2005

2002-2005 INTERNS AND RESIDENTS AGREEMENT

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2002-2005 INTERNS AND RESIDENTS AGREEMENT

AGREEMENT entered into this ^{30th} day of Nov, 2005, by and between the City of New York and the New York City Health and Hospitals Corporation (hereinafter referred to jointly as the "Employer") and the Committee of Interns and Residents of New York City (the "Committee"), for the thirty-nine month, twenty-six day period from July 1, 2002 through October 26, 2005.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - RECOGNITION

Section 1.

The City recognizes the Committee as the sole collective bargaining representative for employees (hereinafter collectively referred to as "House Staff Officers" or "HSOs") of the City in the following titles, if any, or replacement titles, and the Corporation recognizes the Committee as the sole collective bargaining representative for House Staff Officers of the Corporation in the following titles or replacement titles provided such House Staff Officers are paid directly by the City or Corporation, whichever the employer may be, and not through an intermediary:

<u>Title Code</u>	<u>Title</u>	<u>Title Code</u>	<u>Title</u>
53005	Intern	963710	Dental Resident PGY 1
53008	Resident	963720	Dental Resident PGY 2
963610	Resident PGY 1	963730	Dental Resident PGY 3
963620	Resident PGY 2	963740	Dental Resident PGY 4
963630	Resident PGY 3	963750	Dental Resident PGY 5
963640	Resident PGY 4	53205	Junior Psychiatrist
963650	Resident PGY 5	963830	Jr. Psychiatrist PGY 3
963660	Resident PGY 6	963840	Jr. Psychiatrist PGY 4
963670	Resident PGY 7	963850	Jr. Psychiatrist PGY 5
963680	Resident PGY 8	963860	Jr. Psychiatrist PGY 6
50206	Dental Intern	963870	Jr. Psychiatrist PGY 7
50211	Dental Resident		

Section 2.

The terms "employee," "employees," "House Staff Officer" and "HSO" as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.

Section 3.

It is not the intention of the Corporation to utilize volunteers at any Corporation Hospital to undermine the rights of HSOs covered by this Agreement.

ARTICLE II - COMMITTEE SECURITY, DUES AND PAC CHECKOFF

Section 1.

The City agrees that all HSOs employed by the City, if any, and the Corporation agrees that all HSOs employed by the Corporation may become and remain members of the Committee in good standing.

Section 2.

The City agrees and the Corporation agrees that they will exercise their best efforts to see that such HSOs suffer no discrimination or reprisals at City health facilities or Corporation health facilities, respectively, by reason of their membership in or legitimate activities on behalf of the Committee.

Section 3.

- a. The Committee shall have the exclusive right to the check-off and transmittal of dues on behalf of each HSO in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Check-off of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees."
- b. Any HSO may consent in writing to the authorization of the deduction of dues from the HSO's wages and to the designation of the Committee as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the HSO.

Section 4.

The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental agreement hereby incorporated by reference into this Agreement.

Section 5.

Membership dues shall be deducted retroactive to the first day of a House Staff Officer's individual contract or to the date the authorization was signed, whichever is later, to the extent feasible. Agency shop fees shall be deducted retroactively to the first day of a House Staff Officer's individual contract, to the extent feasible.

Section 6.

Five (5) differing amounts of dues deductions will be made available to the Committee. Dues and fees shall be deductible on the basis of percentage of salary, as designated by the Committee, to the extent feasible.

Section 7.

- a. CIR, upon its election to participate in a separate segregated fund established pursuant to applicable law, including Title 2 USC, Section 441b, to receive contributions to be used for the support of candidates for federal office, shall have the exclusive right in conformance with applicable law to the check-off for such political purposes in a manner as described in a supplemental agreement to be incorporated by reference into the Agreement.
- b. Any eligible HSO covered by this Agreement may voluntarily authorize in writing the deduction of such contributions from said HSO's wages for such purposes in authorization form acceptable to the Corporation which bears the HSO's signature.

- c. A copy of the Summary Annual Report to the Federal Election Commission ("FEC") of any fund established pursuant to this Section shall be submitted to the Comptroller of the City of New York and the Office of Labor Relations at the time of its submission to the FEC.

ARTICLE III - PRODUCTIVITY AND PERFORMANCE

Section 1. Performance Levels

Delivery of medical services in the most efficient and effective manner and the provision of an effective training program for HSOs are of paramount importance to the City and the Corporation.

Such achievement is recognized to be a mutual obligation of all parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness, the parties hereby agree to the following:

The Committee recognizes the City's right and the Corporation's right under the New York City Collective Bargaining Law to establish and/or revise medical performance standards or norms notwithstanding the existence of prior medical levels, norms or standards consistent with accepted medical and training program practices and requirements. Such standards may be used to determine acceptable performance levels and to measure the performance of each HSO.

Section 2. - Performance Compensation

The Union acknowledges the Employer's right to pay additional compensation for outstanding performance.

The Employer agrees to notify the Union of its intent to pay such additional compensation.

ARTICLE IV - WAGES

Section 1.

The appointment of an HSO shall be based on the HSO's appropriate Post Graduate Year (hereinafter "PGY") which shall be determined as follows:

- a. An HSO who has not completed at least one year of service in an accredited training program shall be placed at the PGY-1 level.
- b. An HSO who has completed one or more years of service in an accredited training program shall be placed at the PGY level which equals the number of such years of service plus one (e.g., an HSO who has completed two years of service in such a training program shall be placed at PGY-3). An HSO required to spend a prerequisite period of service in an accredited training program in a specialty other than that in which the HSO is serving shall be classified on the basis of cumulative years of such service, provided, however, that in the event an HSO changes the HSO's specialty, the HSO shall receive a maximum credit of two years for prior service in such other accredited training program.
- c. When some or all of the prior service of HSO has been in a non-accredited training program, the HSO shall, at a minimum, be classified at the PGY level appropriate to the years of service the HSO has completed in an accredited training program. Additional credit, if any, for non-accredited training programs to be granted in establishing the appropriate PGY level

ii. The lump sum cash payment shall be pensionable, consistent with applicable law, and shall be paid as soon as practicable upon ratification.

iii. The lump sum cash payment provided for in this Section shall not become part of the Employee's basic salary rate nor be added to the Employee's basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.

ARTICLE V - VACATIONS AND LEAVE TIME

Section 1.

The vacation for all HSOs shall be four weeks per annum (July 1 through June 30).

Section 2.

When, due to the needs of a given service, it is necessary to limit vacations, they may be limited to the extent of one week per HSO, at the discretion of the HSO's Chief of Service, and pay for lost vacation shall be granted.

Section 3.

Anything to the contrary herein notwithstanding, lesser vacation benefits may be provided where appropriate Specialty Boards require lesser vacation terms, and pay for lost vacation shall be granted.

Section 4.

Anything to the contrary herein notwithstanding, pay in lieu of vacation shall be provided in the case of Residents serving their last year of residence, where full House Staff coverage in the given service cannot, in the discretion of the appropriate Chief of Service, be obtained.

Section 5.

Medical disability due to pregnancy or childbirth shall be considered as sick leave.

Section 6.

An HSO shall be paid at the HSO's regular pay for three (3) working days' absence in the event of the death of the HSO's parent, spouse, child, brother, sister, or grandparent. Such three days must be taken consecutively within a reasonable time of the day of the death or day of the funeral and may not be split or postponed. Bereavement leave shall be granted for the death of a "domestic partner" pursuant to the terms set forth in Executive Order No. 48, dated January 7, 1993.

Section 7.

Time off with pay for specialty exams, licensure exams, and any other exams required by a program will not be unreasonably denied.

Section 8.

- a. Eligibility for non-chargeable education leave shall be as per Corporation policy (July 2, 1980, Memorandum, "Non-chargeable Education Leave").
- b. Effective July 1, 1989, reimbursement for conference expenses was assumed by the CIR House Staff Benefits Plan and any obligation for future funding of such expenses by the City or the Corporation ceased.

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ARTICLE VI - INDIVIDUAL CONTRACTS

Section 1.

- a. Each HSO shall, prior to the HSO's employment in any Hospital of the Corporation, receive a written contract not inconsistent with any of the provisions herein, which shall set forth the Hospital and Corporation commitments to such HSO in the following areas: (a) maintenance of electives, (b) rotational schedule, and (c) PGY level and wages appropriate to the PGY level. The HSO's Chief of Service shall make best efforts to notify the HSO, in writing, at least seven (7) days prior to a new rotation.
- b. In the event of a conflict between the terms of an individual written contract of HSOs who commence employment on or after July 1, 1983, and the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 2.

The form of individual contract presently used by the Corporation shall be furnished to the Committee and, if changed, a copy of any such change will be furnished to the Committee prior to its use.

Section 3.

HSOs who have July 1st appointments will be notified in writing by November 15th (December 15th at PGY-1) and HSOs with any other appointment date will be notified in writing within four and one-half (4 1/2) months thereafter (5 1/2 months at PGY- 1), if their services are not to be renewed for the next year of a given residency program. Earlier notice, if possible, will be given to such House Staff Officers.

Section 4.

No individual waiver by an HSO of the HSO's rights or those of the Committee under the collective bargaining agreement shall be effective unless consented to in writing by the Committee.

Section 5.

- a. The Corporation will notify each HSO affected and the Committee:
 - i. Within thirty (30) days of a decision to discontinue any training program for any reason.
 - ii. Immediately upon receipt from the ACGME, ADA, APMA, AOA or RCPSC of notification regarding non-accreditation or probation or similar change in the professional status of any training program.
- b. In the event of a decision to discontinue a training program, the Corporation's obligation with regard to each HSO affected shall be to assign such HSO, with concurrence of the Affiliate, which concurrence shall not be unreasonably withheld, to an approved program at another Corporation Hospital, or where appropriate, the Corporation shall make other necessary arrangements to settle the employment contract and training program obligations.

ARTICLE XI- HEALTH AND HOSPITAL BENEFITS

Section 1.

The parties agree that the following provisions from the 1993 Municipal Memorandum of Economic Agreement shall remain in full force and effect, except as otherwise modified by provisions of the 2000 DC37 Memorandum of Economic Agreement and the Appendices.

Section 2.

Effective April 1, 1995 and thereafter, the Employer's cost for each contract for each Employee and for each retiree (under age 65) shall be equalized at the community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, (e.g. the payment for GHI-CBP/Blue Cross family coverage shall be equal to the payment for HIP/HMO family coverage).

Section 3.

The Employers shall continue to contribute on a City employee benefits program-wide basis the additional annual amount of \$35 million to maintain the health insurance stabilization reserve fund created in Section 7 of the 1984-87 Municipal Coalition Economic Agreement. Said funds shall be paid in two installments of seventeen million, five hundred thousand in January and July of each year.

Section 4.

Pursuant to paragraph 7 of the Health Benefits Agreement dated January 11, 2001, notwithstanding the above, in each of the fiscal years 2001 and 2002, the City shall not make the annual \$35 million contribution to the health insurance Stabilization Fund.

Section 5.

In the event that there is a citywide or program-wide health insurance package which exceeds the cost of the equalization and stabilization fund described above, the parties may negotiate a reconfiguration of this package which in no event will provide for costs in excess of the total costs of the 2000 DC 37 Memorandum of Economic Agreement as set forth therein. However, it is understood that CIR will not be treated any better or any worse than any other Union participating in the citywide or program-wide Health Program with regard to increased health insurance costs.

ARTICLE XII - ON-CALL ROOMS

Section 1.

- a. On-call rooms shall be regularly cleaned and shall have functioning locks with keys available to House Staff Officers. Bathrooms and showers in on-call areas shall be regularly cleaned and properly supplied. Clean linens and towels will be supplied on a regular basis. The Corporation will take reasonable steps to provide shower facilities accessible to on-call rooms, where feasible, provided that such shower facilities can be provided without new construction or structural renovation or significant costs.

- b. The number and location of existing on-call rooms shall not be reduced or changed without at least thirty (30) days' notice to CIR and the opportunity to discuss planned changes with the administration.

Section 2.

The sole remedy for alleged violations of this Article shall be a grievance pursuant to Article XV of this Agreement.

Section 3.

In construing Section 1 of this Article, an arbitrator shall initially have the power only to decide whether the subject facilities meet the standards of Section 1 of this Article but may not affirmatively direct how the Corporation should comply with Section 1. If the arbitrator determines that the Corporation is in violation of Section 1, the Corporation shall take appropriate steps to remedy the violation. If, in the opinion of the Committee, the Corporation does not achieve compliance within a reasonable period of time, the Committee may reassert its claim to the arbitrator. Upon such second submission, if the arbitrator finds that the Corporation has had a reasonable time to comply with the terms of Section 1 and has failed to do so, then, and only then, the arbitrator may order the Corporation to follow a particular course of action which will effectuate compliance with the terms of Section 1. However, such remedy shall not exceed appropriations available in the current budget allocation for the involved facility for such purposes.

ARTICLE XIII - MEDICAL BOARD REPRESENTATION

Section 1.

Each Corporation Hospital Medical Board shall include in its regular voting membership two representatives of the House Staff of such Hospital, one of whom shall be the President of the House Staff, the other to be chosen by vote of the House Staff. The President of the House Staff shall also serve as a voting member of the Executive committee of the Medical Board.

Section 2.

Each Corporation Hospital Medical Board shall establish a Committee designated as the House Staff Affairs Committee or similar title, the primary concern of which shall be medical education, internship and residency programs, and medical policy matters directly affecting HSOs.

Section 3.

The House Staff Affairs Committee is intended to be a working committee of the Medical Board and shall meet regularly. It shall consist of not more than 10 nor less than 7 voting members. In the event that the House Staff Affairs Committee shall consist of 7-8 voting members, no fewer than 3 shall be HSOs elected by the House Staff. In the event that the House Staff Affairs Committee shall consist of 9-10 voting members, no fewer than 4 shall be HSOs elected by the House Staff. The HSOs serving on the Medical Board shall, *ex officio*, also serve on the House Staff Affairs Committee as nonvoting members thereof if not otherwise elected thereto pursuant to Section 3 hereof.

being appealed. The Committee and/or Corporation shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the Consolidated Rules of the Office of Collective Bargaining, except that each party shall be separately responsible for any costs or fees of any member of the arbitration board selected by such party, other than the impartial arbitrator. The costs and fees of such arbitration shall be borne equally by the Committee and the Employer. The determination or award of the arbitrator or the arbitration board noted in Section 8 of this Article shall be final and binding and shall not add to, subtract from, or modify any contract, rule, regulation, authorized existing policy, or order mentioned in Section 1(b) and 1(c) of this Article existing at the time the grievance arose.

Section 3.

As a condition to the right of the Committee to invoke impartial arbitration set forth in this Article, the Employee or Employees and the Committee shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the Employee or Employees and the Committee to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.

Any grievance of a general nature affecting a large group of HSOs and which concerns the claimed misinterpretation, inequitable application, violation, or failure to comply with the provisions of this Agreement shall be filed at the option of the Committee at Step II(a) of the grievance procedure, without resort to the previous step.

Section 5.

If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Committee may invoke the next step of the procedure, except, however, that only the Committee may invoke impartial arbitration under Step III.

Section 6.

The Employer shall notify the Committee in writing of all grievances filed by HSOs, all grievance hearings, and all determinations. The Committee shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours' notice of all grievance hearings.

Section 7.

Each of the steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties.

Section 8.

At the request of both parties after the appointment of an arbitrator, or at the request of one party and the arbitrator, there shall be constituted a tripartite arbitration board consisting of the impartial arbitrator, a physician or dentist designated by the Committee, and a physician or dentist designated by the Corporation. The arbitrator shall be the chairperson and presiding member of the arbitration board and shall be the only voting member of the arbitration board. The determination or award of the arbitration board shall be final and binding and shall not add to, subtract from, or modify any contract, rule, regulation, authorized existing policy, or order mentioned in Section 1(b) and 1(c) of this Article existing at the time the grievance arose.

Section 9.

The grievance and arbitration procedure contained in this agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court.

Section 10.

HSOs may be assisted at all stages of the procedures herein set forth in this Article by representatives of the Committee.

ARTICLE XVI - DISCIPLINARY ACTION

Section 1.

HSOs shall have the right to a hearing before being subject to disciplinary action except as hereinafter provided. There shall be no disciplinary action taken against an HSO except for cause and pursuant to and after completion of the procedures herein provided. Notwithstanding the provisions of Section 6(d) below, when a charge of failure to complete delinquent charts is sustained following proper notice and hearing as below, the proposed discipline may be implemented before the completion of those procedures by the Hospital Executive Director when it is a reprimand or by the Corporate Director of Labor Relations when it is other than a reprimand.

Section 2.

It is understood that an HSO may be reassigned from medical responsibilities without a hearing when the HSO's continued presence is deemed to risk the successful operation of the hospital. Following such reassignment by either the Chief of Service or the Executive Director of the hospital, the Committee shall have the right to an immediate appeal to an arbitrator or arbitration board as hereinafter provided.

Section 3.

When disciplinary action against an HSO is contemplated either by a Chief of Service or Executive Director, written charges and proposed disciplinary action shall be presented by the Executive Director to the Committee and to such HSO, who shall be notified of the HSO's right to appear before the Executive Director or duly designated representative for the purpose of an informal hearing before such Executive Director or designee. The Executive Director shall have the right to affirm, rescind, or modify the charges and/or proposed action after such informal hearing.

Section 4.

The HSO or Committee shall be entitled to a conference with the Corporation Director of Labor Relations or the Director's designee in the event that the Executive Director does not rescind the charges and proposed disciplinary action, and the said Director of Labor Relations shall be authorized to affirm, rescind, or modify said charges and/or proposed action after such conference.

Section 5.

The written charges and proposed disciplinary action shall become final unless: (i) rescinded by the Executive Director; or (ii) rescinded by the Corporation Director of Labor Relations; or (iii) the Committee requests in writing to the Office of Collective Bargaining, with simultaneous notice to the Corporation and the Executive Director, within fifteen (15) days after the receipt by the

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ARTICLE XXI I - BEEPERS

Section 1.

A committee consisting of representatives of the Central Offices of the Vice President responsible for medical affairs, the Vice President responsible for finance, and the Vice President responsible for personnel/labor relations will be established to review issues concerning beepers used by House Staff. This committee will consider comments and proposals for beepers submitted in writing by House Staff Officers (employed by the Corporation) or by the Committee of Interns and Residents. The committee will make recommendations for guidelines and beepers to be used in corporate facilities.

Section 2.

Complaints that failure to issue a beeper causes a hardship to an individual House Staff Officer or Officers during Corporate employment shall be presented in writing by the House Staff Officer(s) or the Committee of Interns and Residents to the Chief of Service involved, with a detailed statement of the hardship. The Chief of Service shall make a determination within fifteen (15) working days and shall respond to the House Staff Officer(s) or Committee of Interns and Residents by memorandum. The decision of the Chief of Service is final and binding and is not subject to the contractual grievance procedure or arbitration.

ARTICLE XXIII- MOTOR VEHICLE IDENTIFICATION

The Corporation will establish a procedure for the issuance of a motor vehicle identification sign suitable for display in a car visor or windshield which will identify the House Staff Officer as a Resident employed by the Corporation. The Corporation will notify the Department of Traffic of the meaning of the sign.

ARTICLE XXIV - SAVING CLAUSE

In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

ARTICLE XXV - FINANCIAL EMERGENCY ACT

The provisions of this Agreement are subject to applicable provisions of law, including the New York State Financial Emergency Act for the City of New York as amended.

ARTICLE XXVI - ATTACHMENTS

The attachment(s), if any, appended hereto shall be deemed a part of this Agreement as if fully set forth herein.

ARTICLE XXVII - TERMINATION AND RENEWAL

Section 1.

This Agreement shall be in full force and effect for thirty-nine months and twenty-six days until October 26, 2005, and shall continue in effect and be automatically renewed from year to year thereafter until either party gives notice in writing to the other at least ninety (90) days but not more than one hundred twenty (120) days prior to the expiration date, or of any extension thereof, of its desire to terminate or modify this Agreement.

Section 2.

It is understood by the parties that the matter of pyramidal structure is an open item not settled by this Agreement. It is further understood that with respect to this item each party retains their respective rights and this Agreement does not constitute a bar.



NEW YORK CITY HEALTH AND HOSPITALS CORPORATION
125 Worth Street • Room 502 • New York • New York • 10013-4007
212-788-3669 • Fax: 212-788-5483 • E-mail: cirillof@nychhc.org

Frank J. Cirillo
Senior Vice President
Operations

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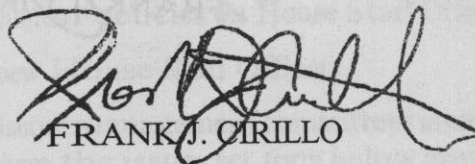
Barbie Gatton, M.D., President
Committee of Interns and Residents
520 8th Avenue, Suite 1200
New York, New York 10018

Dear Dr. Gatton:

This is to confirm the agreement between the City of New York and the New York City Health and Hospitals Corporation and the Committee of Interns and Residents that the HHC will continue to provide Hepatitis B vaccine to Corporation-employed House Staff Officers who request the vaccine. The cost to the Corporation for the vaccine shall not exceed \$50,000 during the term of this contract. Any cost for the vaccine beyond \$50,000 during the term of this contract shall be borne by the House Staff Benefits Plan of the Committee of Interns and Residents, which shall reimburse the Corporation for any such costs in excess of \$50,000.

The matters set forth herein shall take effect upon the date of execution of the 2002-2005 Interns and Residents Agreement.

Very truly yours,


FRANK J. CIRILLO

06012



NEW YORK CITY HEALTH AND HOSPITALS CORPORATION
125 Worth Street • Room 502 • New York • New York • 10013-4007
212-788-3669 • Fax: 212-788-5483 • E-mail: cirillof@nychhc.org

Frank J. Cirillo
Senior Vice President
Operations

F

Barbie Gatton, M.D., President
Committee of Interns and Residents
520 8th Avenue, Suite 1200
New York, New York 10018

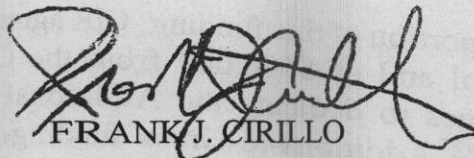
Dear Dr. Gatton:

Please be advised that all House Staff Officers in Health and Hospitals Corporation facilities shall be permitted to participate in any existing facility day care programs on the same basis as HHC employees.

Please keep the Corporation's Office of Labor Relations informed of any recurring problems in House Staff Officer participation.

The matters set forth herein shall take effect upon the date of execution of the 2002-2005 Interns and Residents Agreement.

Very truly yours,



FRANK J. CIRILLO

06012



THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
<http://nyc.gov/olr>

JAMES F. HANLEY

Commissioner

PAMELA S. SILVERBLATT

First Deputy Commissioner

Barbie Gatton, MD
Committee of Interns & Residents
Eighth Avenue, Suite 1200
New York, NY 10018

Frank J. Cirillo
Health & Hospitals Corporation
125 Worth Street
New York, NY

Re: Payment for Meals

Dear Dr. Gatton and Mr. Cirillo:

This letter is to confirm our agreement concerning the terms of payment in lieu of the provision of meals specified in Article XX, Section 15 of the 2002-2005 Interns and Residents Agreement.

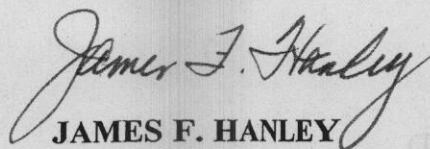
1. The Corporation shall pay House Staff Officers assigned to its facilities and on its payroll the sum of one hundred eleven dollars and twenty-three cents (\$111.23) each biweekly pay period. The total annual sum paid to each House Staff Officer shall not exceed the sum of twenty-nine hundred dollars (\$2,900), except that there shall be no reduction of payment to HSOs at Harlem Hospital currently receiving \$3,000. All payments made under the terms of this agreement shall be subject to the applicable payroll withholding tax and shall be non-pensionable.
2. In order to provide its portion of this funding, CIR agrees to the annual reduction of \$100,000 from the On-Call Pool and of \$500,000 from the Combined Reimbursement Fund. In addition, the CIR agrees to dedicate the Additional Compensation Fund 1%, effective 6/30/02, and the 0.11% Additions-to-Gross funding per the 2000 MCMEA to fund the benefit.
3. The effective date for the payments will be December 29, 2002 and HHC facilities will cease providing meals pursuant to Article XX, Section 15 of the 2000-2002 Interns and Residents Agreement at the close of business on December 28, 2002.

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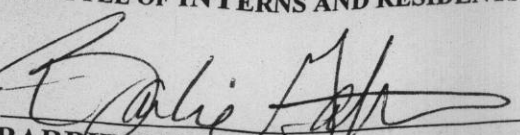
4. Any issues which may arise concerning the implementation of this agreement shall be referred to a joint labor/management committee.

If the above accords with your understanding, please execute the signature line provided below.

Very truly yours,


JAMES F. HANLEY

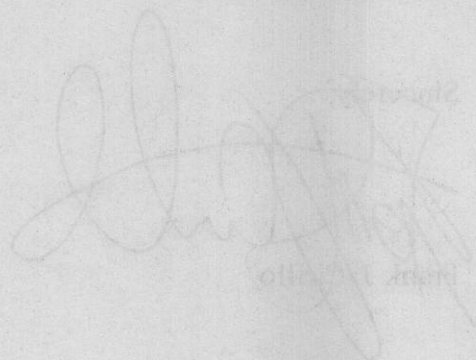
AGREED ON BEHALF OF THE
COMMITTEE OF INTERNS AND RESIDENTS

BY 
BARBIE GATTON, M.D.

AGREED ON BEHALF OF THE
NYC HEALTH & HOSPITALS CORP.

BY 
FRANK J. CIRILLO

DATED: _____



Frank J. Cirillo
Senior Vice President, Operations
Chief Operating Officer

November 21, 2005

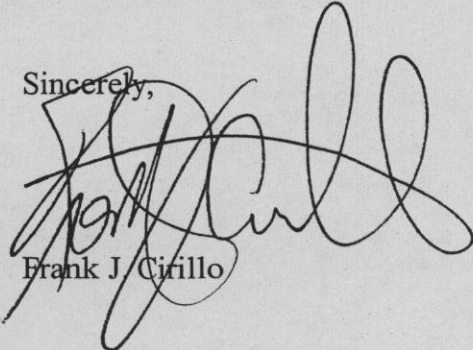
Barbie Gatton, M.D.
President
Committee of Interns & Residents
520 Eighth Avenue, Suite 1200
New York, NY 10018

Dear Dr. Gatton:

Pursuant to agreement of the parties in collective bargaining for this 2002-2005 unit agreement, the following issues shall be investigated in a labor/management committee forum at the HHC corporate level:

- a. Investigate the practice of requiring Residents to report for an orientation period prior to the start of the contract year.
- b. Expansion of criteria to receive On Call payment to include Residents who cover shifts for other Residents who are out of the country due to visa problems.
- c. Investigate issues discussed in negotiations related to Residents with visa requirements.
- d. Uses of the surplus in the On Call Fund, including raising rates.
- e. Delays in paying On Call Fund claims.
- f. The provision of meals that previously had been provided by pharmaceutical companies at educational programs.

Sincerely,


Frank J. Cirillo

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